

Exhibit A

RECORDING REQUESTED BY

Ross Dress For Less, Inc.

PREPARED BY AND WHEN RECORDED MAIL TO:

Bartko, Zankel, Bunzel & Miller
 One Embarcadero Center, Suite 800
 San Francisco, CA 94111
 Attn: Hilda Senseney, Esq.

Karen Johnson Davidson County
 Batch# 927409 **LEASE**
 10/11/2022 11:00:12 AM 11 pgs
 Fees: \$57.00 Taxes: \$0.00



20221011-0111262

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF LEASE

1 APN: 161-000-305.00.
 2

3 1. This Memorandum of Lease is effective upon recordation and is entered into by and
 4 between 5620 NOLENSVILLE PIKE, LLC, a Delaware limited liability company ("Landlord"),
 5 having its principal place of business at 18331 Pines Blvd., #319, Pembroke Pines, FL 33029, and
 6 ROSS DRESS FOR LESS, INC., a Virginia corporation ("Tenant"), having its principal place of
 7 business at 5130 Hacienda Drive, Dublin, CA 94568-7579, who agree as follows:

8 2. By written lease (the "Lease"), Landlord leases to Tenant and Tenant hires from
 9 Landlord a portion of the real property located in the City of Nashville, County of Davidson, State of
 10 Tennessee, described in Exhibit A hereto, for a term of approximately ten (10) years which term is
 11 subject to extension by Tenant for four (4) additional periods of five (5) years each, or as otherwise
 12 set forth in the Lease. The Exhibit A lands are sometimes herein referred to as the "Shopping Center."

13 3. Landlord has granted Tenant and its authorized representatives and invitees the
 14 nonexclusive right to use the Shopping Center common area with others who are entitled to use those
 15 areas subject to Landlord's rights as set forth in the Lease.

16 4. So long as the Lease is in effect, the provisions of the Lease are incorporated into this
 17 Memorandum of Lease by reference. The Lease contains the following provision(s):

18 "3.2.1. Retail Use.

19 (a) General. Tenant has entered into this Lease in reliance upon
 20 representations by Landlord that Landlord's Parcel is and shall remain retail in
 21 character, and, further, subject to the provisions of this Section 3.2.1, no part
 22 of Landlord's Parcel shall be used for office or residential purposes or as a
 23 theater, auditorium, meeting hall, school, church or other place of public
 24 assembly, "flea market," mortuary or funeral home, pet store retailer or pet
 25 supply store (collectively, "Pet Store Retailer"), veterinary services, pet
 26 vaccination clinic, overnight stay pet facilities, pet grooming facilities, pet

boarding facilities, pet day care facilities, pet adoption facilities, pet training facilities or similar pet facilities (collectively, "Pet Services"), gymnasium or health club, dance hall, billiard or pool hall (except as incidental to a restaurant use), massage parlor, video game arcade, bowling alley, skating rink, car wash, facility for the sale, display, leasing or repair of motor vehicles, night club, on-premises consumption of alcoholic beverages except as incidental to a primarily restaurant use, including any night club, bar, sports bar, or any restaurant where the on-premises consumption of alcohol exceeds sixty percent (60%) of gross sales, facility offering gambling to the public (including any so-called Internet café that offers gambling to the public, off track betting facility, casino or gaming facility), provided that the incidental sale of lottery tickets shall be permitted, the sale of adult products or adult bookstores or adult audio/video products stores (which are defined as stores in which at least ten percent (10%) of the inventory is not available for sale or rental to children under the age of majority in the state in which the Store is located because such inventory explicitly deals with or depicts human sexuality). No ATM or similar machine shall be permitted in Landlord's Parcel within one hundred (100) feet of the front and side perimeter walls of the Store, except if located wholly within the interior of another tenant's or occupant's premises. No tenant or occupant of Landlord's Parcel, other than Tenant, shall be permitted to use one thousand five hundred (1,500) square feet or more of Leasable Floor Area of its premises primarily for the rental or sale of prerecorded audio or video merchandise or electronic games software and technological evolutions thereof. Further, no restaurant or other "High Intensity Parking User" (as hereinafter defined) shall be permitted in Landlord's Parcel within one hundred fifty (150) feet of the front and side perimeter walls of the Store. A "High Intensity Parking User" is a tenant or occupant whose use in accordance with governmental regulations requires more than five (5) parking spaces per one thousand (1,000) square feet of Leasable Floor Area. The foregoing use restrictions are referred to herein as the "Ross Prohibited Uses."

(b) Exceptions.

(i) Existing Tenants. Notwithstanding anything herein to the contrary, the Ross Prohibited Uses set forth in Section 3.2.1(a) shall not apply to those tenants or occupants of Landlord's Parcel listed on Exhibit L ("Existing Tenants") who, in accordance with the terms of existing leases or occupancy agreements in effect on the Effective Date, cannot be prohibited from so operating, but only for the balance of the term(s) of such existing lease(s) or occupancy agreement(s) (as the same may be renewed and/or extended in accordance with their terms). Landlord covenants and agrees that if Landlord has the right to consent to a change in use of the premises occupied by any such Existing Tenant, Landlord shall not consent to a change in use of the premises which violates the Ross Prohibited Uses if Landlord can reasonably withhold such consent.

(ii) Retail Service Offices. Notwithstanding the prohibition on office purposes set forth in Section 3.2.1(a) above, retail service offices typically found in comparable shopping centers (such as full service banks, real estate brokers, title companies, travel agencies, insurance and tax service offices, medical offices and dental offices) shall be permitted in Landlord's Parcel, provided that (A) no such retail service office shall be located within one hundred fifty (150) feet of the front and side perimeter walls of the Store, and (B) any medical and/or dental offices shall be located in the area designated as Medical Use Area on Exhibit B. The Medical Use Area shall be self-parked, and Landlord shall use commercially reasonable efforts to prevent staff and Invitees of the Medical Use Area from parking outside of the Medical Use Area, except to the extent of such Invitees' retail shopping within the Shopping Center. Further, if necessary in Tenant's reasonable discretion, Landlord shall post signage advising the staff and Invitees of the Medical Use Area of the parking prohibition, and/or engage security services to monitor the Medical Use Area. Landlord shall undertake such efforts at no cost to Tenant, and any costs incurred in connection therewith shall not be included in Common Area Charges. If Landlord fails to post such signage or engage security services, Tenant shall have the right to do so and Tenant may offset the costs thereof from Tenant's obligation for Rent next coming due.

(iii) Gymnasium/Health Club. Notwithstanding the prohibition on gymnasiums and health clubs set forth in Section 3.2.1(a) above, one (1) gymnasium or health club shall be permitted in Landlord's Parcel, provided such facility shall not be located directly adjoining the Store.

(iv) Pet Store Retailer. Notwithstanding the prohibition on Pet Store Retailers set forth in Section 3.2.1(a) above, one (1) nationally recognized Pet Store Retailer (such as PetSmart or Petco) shall be permitted in Landlord's Parcel, provided that such Pet Store Retailer shall not be located within one hundred fifty (150) feet of the front and side perimeter walls of the Store.

(v) Pet Services. Notwithstanding the prohibition on Pet Services set forth in Section 3.2.1(a) above, Pet Services shall be permitted in Landlord's Parcel, provided such Pet Services are offered on an incidental basis as part of, and located wholly within the interior of a permitted Pet Store Retailer, as set forth in Section 3.2.1(b)(iv) above.

(vi) Massage Parlors. Notwithstanding the prohibition on massage parlors set forth in Section 3.2.1(a) above, one (1) national or regional massage operator (such as Massage Envy) shall be permitted in Landlord's Parcel, provided such massage operator shall not (A) exceed six thousand (6,000) square feet of Leasable Floor Area, or (B) be located within one hundred fifty (150) feet of the front and side perimeter walls of the Store."

1
2 “15.3. Protection.

3 Without the prior written consent of Tenant, which consent may be
4 withheld in the absolute and sole discretion of Tenant, no tenant or occupant
5 of Landlord's Parcel (other than Tenant) may use, and Landlord, if it has the
6 capacity to do so, shall not permit any other tenant or occupant of Landlord's
7 Parcel to (a) use its premises for the Off Price Sale (as hereinafter defined) of
8 merchandise, or (b) use more than ten thousand (10,000) square feet of
9 Leasable Floor Area of its premises for the sale of apparel (except for discount
10 department stores in excess of eighty-five thousand (85,000) square feet of
11 Leasable Floor Area), or (c) use in excess of one thousand five hundred (1,500)
12 square feet of Leasable Floor Area of its premises primarily for the rental or
13 sale of prerecorded audio or video merchandise or electronic games software
14 and technological evolutions thereof. For purposes of this Section 15.3, “Off
15 Price Sale” shall mean the retail sale of merchandise on an everyday basis at
16 prices reduced from those charged by full price retailers, such as full price
17 department stores; provided, however, this definition shall not prohibit sales
18 events by a retailer at a price discounted from that retailer's everyday price.
19 (As of the Effective Date, examples of Off Price Sale retailers include such
20 retailers as T.J. Maxx, Marshalls, HomeGoods, Sierra, Homesense, Fallas
21 Paredes, Nordstrom Rack, Factory 2U, Burlington, Macy's Backstage, Burkes
22 Outlet, Gabe's and Bealls Outlet.) The foregoing use restrictions shall not
23 apply to the Existing Tenants listed on Exhibit L (as the same may be extended
24 or renewed) to the extent Landlord does not have the right, pursuant to the
25 lease or occupancy agreement to restrict the use of the premises of the Existing
26 Tenants.”

27 In addition to the provisions referred to above, the Lease contains numerous other terms,
28 covenants and conditions which affect not only the Store but also Landlord's Parcel and the Shopping
29 Center, including, but not limited to, the Article 2 – Site Plan definition and Section 3.6 of the Lease
30 which, among other things, include building height restrictions, restrictions on changes to the Control
31 Area (defined in the Lease and identified on the Site Plan) and changes to the Common Areas (defined
32 in the Lease and identified on the Site Plan), restrictions on construction of buildings, except within
33 the Building Envelopes (defined in the Lease and identified on the Site Plan), subject to size limitations
34 within the Building Envelopes, and restrictions on changes to building storefronts and exteriors.
35 Notice is hereby given that reference should be made to the Lease with respect to the details of such
36 terms, covenants and conditions.

37 5. The terms, conditions, restrictions and covenants in the Lease, including the
38 provisions of the Lease to be performed by Landlord whether to be performed at the Tenant's store,
39 or any other portion of the Shopping Center, whether affirmative or negative in nature shall run with
40 the real property comprising the Shopping Center and shall inure to the benefit of and be binding
41 upon the parties hereto and the heirs, executors, administrators, successors, assigns and other
42 successors in interest to the parties hereto.

6. This Memorandum of Lease is prepared for the purpose of constructive notice and in no way modifies the provisions of the Lease.

Contents of Memorandum of Lease:

Paragraphs 1-6
Exhibit A - Legal Description of the Shopping Center
(Landlord's Parcel)
Exhibit B - Site Plan

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of Lease on the respective dates shown below.

LANDLORD:
5620 NOLENSVILLE PIKE, LLC,
a Delaware limited liability company

By: [Signature]
Name: Mike Pittman
Its: Managing Member

Witness: [Signature]
Printed Name: Glenn Grassman
Witness: [Signature]
Printed Name: Spencer Grassman

Dated: _____

By: _____
Name: _____
Its: _____

Witness: _____
Printed Name: _____
Witness: _____
Printed Name: _____

Dated: _____

TENANT:
ROSS DRESS FOR LESS, INC.,
a Virginia corporation

By: [Signature]
Gregg McGillis
Its: Group Executive Vice President,
Property Development

Witness: [Signature]
Printed Name: Peggy Cheung
Witness: Laura Geiswell
Printed Name: Laura Geiswell

Dated: 6-28-2022

By: [Signature]
Richard G. Lietz
Its: Group Senior Vice President, Real Estate

Witness: [Signature]
Printed Name: Peggy Cheung
Witness: Laura Geiswell
Printed Name: Laura Geiswell

Dated: 6-28-2022

7

TENANT ACKNOWLEDGMENT

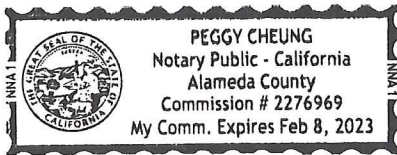
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
 County of Alameda)

On 6-28-2022 before me, Peggy Cheung,
 a Notary Public, personally appeared Gregg McGillis and Richard G. Lietz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]
 Notary Public

LANDLORD ACKNOWLEDGMENT

State of Florida)
County of Broward)

On 6/28/2022 before me, Valerie Pellitteri, a Notary Public,
by means of ☒ physical presence or ☐ online notarization, personally appeared
Mike Outlaw, ☒ personally known to me, or ☐ who proved to me
on the basis of satisfactory evidence [Type of Identification Produced -
] to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Valerie Pellitteri
Notary Public

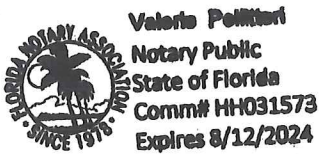


EXHIBIT A

LEGAL DESCRIPTION OF THE SHOPPING CENTER

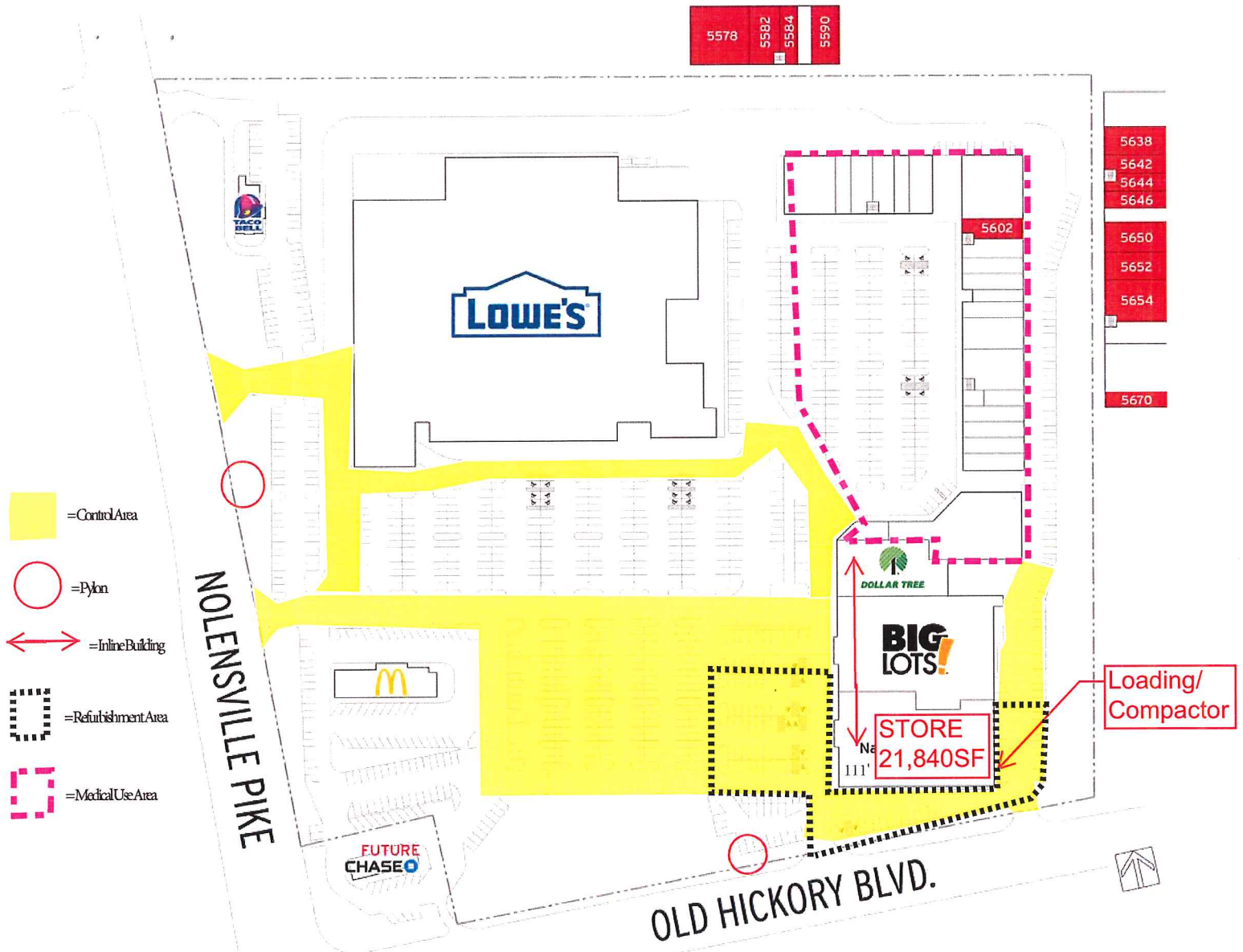
(LANDLORD'S PARCEL)

The land referred to herein below is situated in the County of Davidson, State of Tennessee, and described as follows:

BEING LOT NO. 2 ON THE RESUBDIVISION PLAT OF LOT 2 ON THE RESUBDIVISION OF LOT 1 OF SOUTH PLAZA SHOPPING CENTER OF RECORD IN INSTRUMENT NO. 201904220036902, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO 5620 NOLENSVILLE PIKE LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY DEED FROM SOUTH PLAZA CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OF RECORD IN INSTRUMENT NO. 201710050102539, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

SITE PLAN



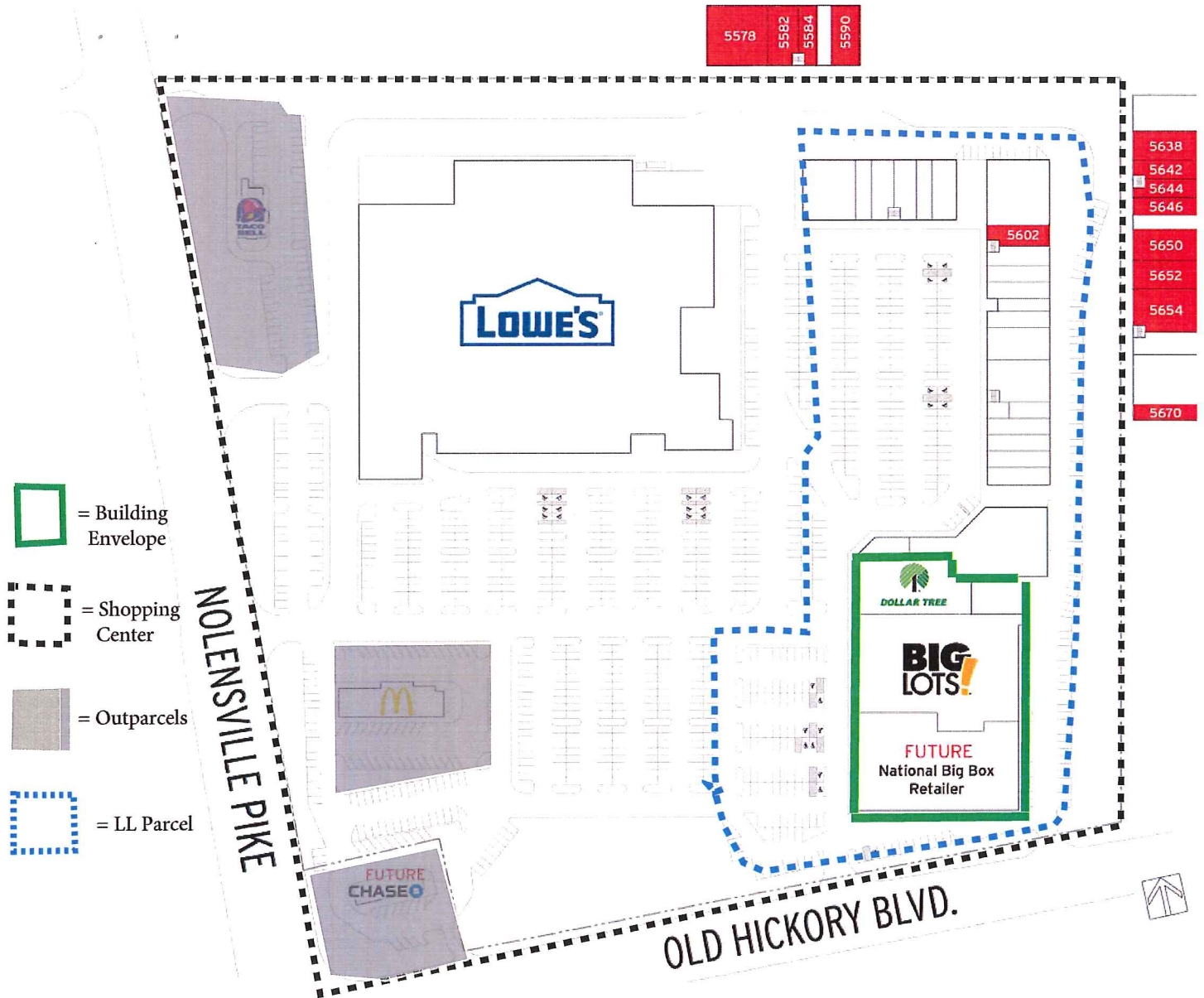
AVAILABLE SPACES

| | | |
|-------------------|------------------|------------------|
| Suite 5706 | 1st Floor | 21,840 SF |
| Suite 5602 | 1st Floor | 2,130 SF |
| Suite 5578 | 2nd Floor | 4,399 SF |
| Suite 5582 | 2nd Floor | 2,901 SF |

| | | |
|------------|-----------|----------|
| Suite 5584 | 2nd Floor | 1,746 SF |
| Suite 5590 | 2nd Floor | 2,828 SF |
| Suite 5638 | 2nd Floor | 2,600 SF |
| Suite 5642 | 2nd Floor | 1,770 SF |
| Suite 5644 | 2nd Floor | 1,655 SF |
| Suite 5646 | 2nd Floor | 1,556 SF |

| | | |
|------------|-----------|----------|
| Suite 5650 | 2nd Floor | 2,282 SF |
| Suite 5652 | 2nd Floor | 2,169 SF |
| Suite 5654 | 2nd Floor | 3,747 SF |
| Suite 5670 | 2nd Floor | 2,172 SF |

SITE PLAN



AVAILABLE SPACES

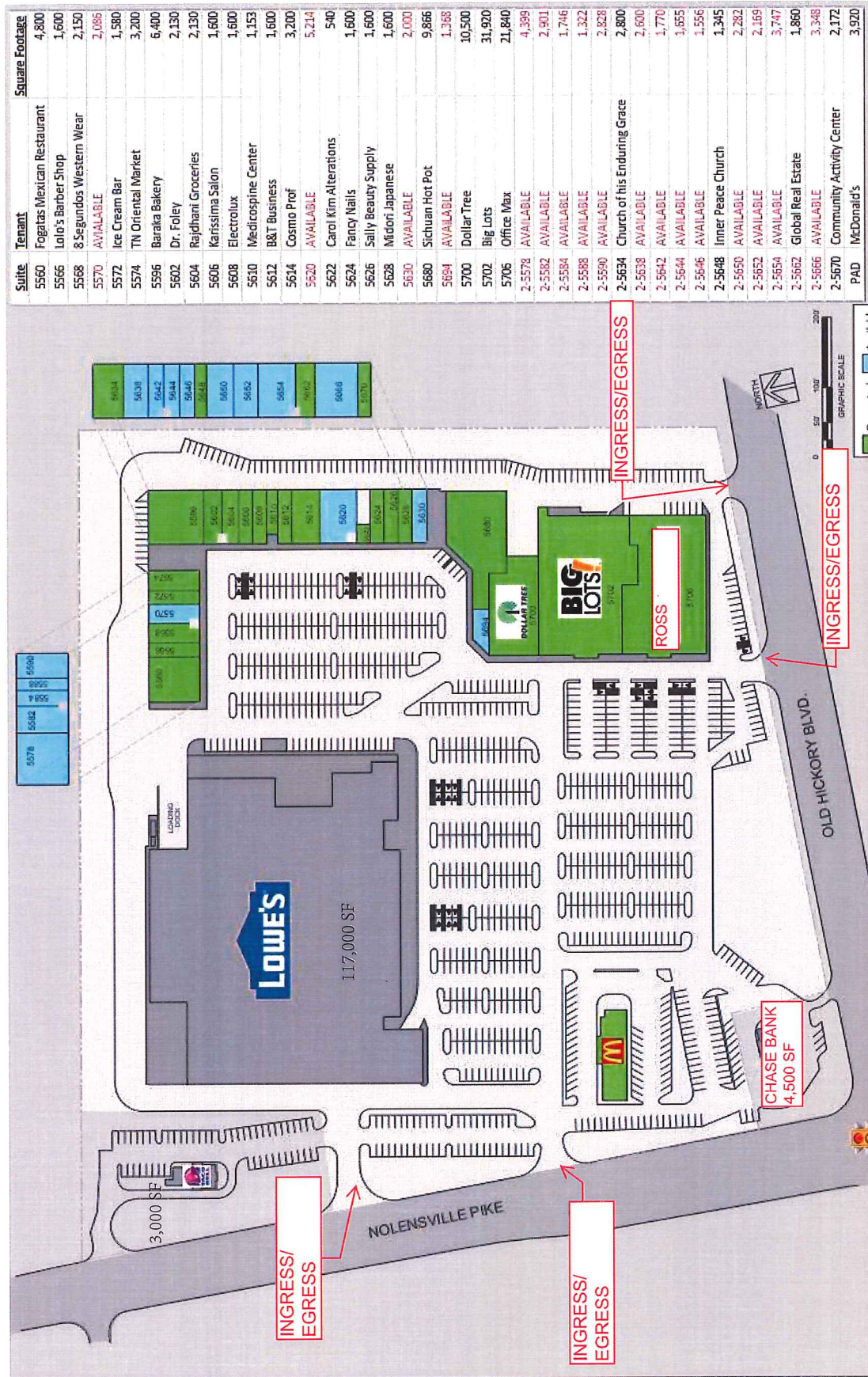
| | | | | | | | | |
|-------------------|------------------|------------------|------------|-----------|----------|------------|-----------|----------|
| Suite 5706 | 1st Floor | 21,840 SF | Suite 5584 | 2nd Floor | 1,746 SF | Suite 5650 | 2nd Floor | 2,282 SF |
| Suite 5602 | 1st Floor | 2,130 SF | Suite 5590 | 2nd Floor | 2,828 SF | Suite 5652 | 2nd Floor | 2,169 SF |
| Suite 5578 | 2nd Floor | 4,399 SF | Suite 5638 | 2nd Floor | 2,600 SF | Suite 5654 | 2nd Floor | 3,747 SF |
| Suite 5582 | 2nd Floor | 2,901 SF | Suite 5642 | 2nd Floor | 1,770 SF | Suite 5670 | 2nd Floor | 2,172 SF |
| | | | Suite 5644 | 2nd Floor | 1,655 SF | | | |
| | | | Suite 5646 | 2nd Floor | 1,556 SF | | | |

EXHIBIT

B

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Site Plan



| Suite | Tenant | Square Footage |
|--------|------------------------------|----------------|
| 5560 | Fogatas Mexican Restaurant | 4,800 |
| 5566 | Lolo's Barber Shop | 1,600 |
| 5568 | 8 Segundos Western Wear | 2,150 |
| 5570 | AVAILABLE | 2,085 |
| 5572 | Ice Cream Bar | 1,580 |
| 5574 | TN Oriental Market | 3,200 |
| 5596 | Baraka Bakery | 6,400 |
| 5602 | Dr. Foley | 2,130 |
| 5604 | Rajdhan Groceries | 2,130 |
| 5606 | Karissima Salon | 1,600 |
| 5608 | Electrolux | 1,600 |
| 5610 | Medicospine Center | 1,153 |
| 5612 | B&T Business | 1,600 |
| 5614 | Cosmo Prof | 3,200 |
| 5620 | AVAILABLE | 5,214 |
| 5622 | Carol Kim Alterations | 540 |
| 5624 | Fancy Nails | 1,600 |
| 5626 | Sally Beauty Supply | 1,600 |
| 5628 | Midori Japanese | 1,600 |
| 5630 | AVAILABLE | 2,000 |
| 5686 | Sichuan Hot Pot | 9,866 |
| 5694 | AVAILABLE | 1,368 |
| 5700 | Dollar Tree | 10,500 |
| 5702 | Big Lots | 31,920 |
| 5706 | Office Max | 21,840 |
| 2-5578 | AVAILABLE | 4,399 |
| 2-5582 | AVAILABLE | 2,901 |
| 2-5584 | AVAILABLE | 1,746 |
| 2-5588 | AVAILABLE | 1,322 |
| 2-5590 | AVAILABLE | 2,828 |
| 2-5634 | Church of his Enduring Grace | 2,800 |
| 2-5638 | AVAILABLE | 2,600 |
| 2-5642 | AVAILABLE | 1,770 |
| 2-5644 | AVAILABLE | 1,655 |
| 2-5646 | AVAILABLE | 1,556 |
| 2-5648 | Inner Peace Church | 1,345 |
| 2-5650 | AVAILABLE | 2,282 |
| 2-5652 | AVAILABLE | 2,169 |
| 2-5654 | AVAILABLE | 3,747 |
| 2-5662 | Global Real Estate | 1,860 |
| 2-5666 | AVAILABLE | 3,348 |
| 2-5670 | Community Activity Center | 2,172 |
| PAD | McDonald's | 3,920 |